

Privacy Act Statement. The filing of this document is required by the Foreign Agents Registration Act of 1938, as amended, 22 U.S.C. § 611 *et seq.*, for the purposes of registration under the Act and public disclosure. Provision of the information requested is mandatory, and failure to provide this information is subject to the penalty and enforcement provisions established in Section 8 of the Act. Every registration statement, short form registration statement, supplemental statement, exhibit, amendment, copy of informational materials or other document or information filed with the Attorney General under this Act is a public record open to public examination, inspection and copying during the posted business hours of the Registration Unit in Washington, DC. Statements are also available online at the Registration Unit's webpage: <http://www.fara.gov/>. One copy of every such document, other than informational materials, is automatically provided to the Secretary of State pursuant to Section 6(b) of the Act, and copies of any and all documents are routinely made available to other agencies, departments and Congress pursuant to Section 6(c) of the Act. The Attorney General also transmits a semi-annual report to Congress on the Administration of the Act which lists the names of all agents registered under the Act and the foreign principals they represent. This report is available to the public in print and online at: <http://www.fara.gov/>.

Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .49 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

*Furnish this exhibit for EACH foreign principal listed in an initial statement
and for EACH additional foreign principal acquired subsequently.*

1. Name and address of registrant Edelman 200 East Randolph Drive Chicago, IL 60601	2. Registration No. 3634
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3. Name of foreign principal Bombardier Inc.	4. Principal address of foreign principal 800 Rene-Levesque Blvd. West Montreal, Quebec Canada H3B 1Y8
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5. Indicate whether your foreign principal is one of the following:

- Foreign government
- Foreign political party
- Foreign or domestic organization: If either, check one of the following:
 - Partnership
 - Corporation
 - Association
 - Committee
 - Voluntary group
 - Other (specify): _____
- Individual-State nationality _____

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6. If the foreign principal is a foreign government, state:

- a) Branch or agency represented by the registrant
- b) Name and title of official with whom registrant deals

7. If the foreign principal is a foreign political party, state:

- a) Principal address
- b) Name and title of official with whom registrant deals
- c) Principal aim

8. If the foreign principal is not a foreign government or a foreign political party,

a) State the nature of the business or activity of this foreign principal.

Bombardier, Inc. is a manufacturer of transportation equipment, including business and commercial aircraft and rail transportation equipment and systems.

b) Is this foreign principal

Supervised by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Owned by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Directed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Controlled by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Financed by a foreign government, foreign political party, or other foreign principal	Yes <input type="checkbox"/>	No <input checked="" type="checkbox"/>
Subsidized in part by a foreign government, foreign political party, or other foreign principal	Yes <input checked="" type="checkbox"/>	No <input type="checkbox"/>

9. Explain fully all items answered "Yes" in Item 8(b). *(If additional space is needed, a full insert page must be used.)*

Bombardier receives some subsidies from the Canadian government in the form of loans to its aerospace division.

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10. If the foreign principal is an organization and is not owned or controlled by a foreign government, foreign political party or other foreign principal, state who owns and controls it.

Bombardier is a publicly traded company. The family of the founder maintains a controlling interest in the company.

Date of Exhibit A	Name and Title	Signature
6/2/10	Randall Corley Global Compliance Officer	

Exhibit B
To Registration Statement
Pursuant to the Foreign Agents Registration Act of 1938, as amended

INSTRUCTIONS: A registrant must furnish as an Exhibit B copies of each written agreement and the terms and conditions of each oral agreement with his foreign principal, including all modifications of such agreements, or, where no contract exists, a full statement of all the circumstances by reason of which the registrant is acting as an agent of a foreign principal. One original and two legible photocopies of this form shall be filed for each foreign principal named in the registration statement and must be signed by or on behalf of the registrant.

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Public Reporting Burden. Public reporting burden for this collection of information is estimated to average .33 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to Chief, Registration Unit, Counterespionage Section, National Security Division, U.S. Department of Justice, Washington, DC 20530; and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Washington, DC 20503.

1. Name of Registrant	2. Registration No.
Edelman	3634

3. Name of Foreign Principal
Bombardier Inc.

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Check Appropriate Boxes:

- 4. The agreement between the registrant and the above-named foreign principal is a formal written contract. If this box is checked, attach a copy of the contract to this exhibit.
- 5. There is no formal written contract between the registrant and the foreign principal. The agreement with the above-named foreign principal has resulted from an exchange of correspondence. If this box is checked, attach a copy of all pertinent correspondence, including a copy of any initial proposal which has been adopted by reference in such correspondence.
- 6. The agreement or understanding between the registrant and the foreign principal is the result of neither a formal written contract nor an exchange of correspondence between the parties. If this box is checked, give a complete description below of the terms and conditions of the oral agreement or understanding, its duration, the fees and expenses, if any, to be received.

7. Describe fully the nature and method of performance of the above indicated agreement or understanding.

- Increase awareness and understanding of Bombardier among institutional investors
- Redefine the Bombardier story to reflect strengths in both aerospace and transportation
- Demonstrate the company's comprehensive leadership in the technology of transport

8. Describe fully the activities the registrant engages in or proposes to engage in on behalf of the above foreign principal.

Messaging

- Develop a compelling narrative that reflects the company's strength in aerospace and transportation
- Conduct an audit of existing research, corporate materials, the media, competitive and third-party landscapes
- Develop core messaging to inform all future communications
- Develop resources to help align investor relations efforts
- Conduct spokesperson message training as appropriate

Media Relations

- Create storylines and identify media targets across aviation, rail transportation, environmental, technology and innovation, public policy and access
- Provide ongoing media outreach to supply a steady stream of briefings, relationship building opportunities and stories
- Create media materials as appropriate
- Monitor for coverage
- Provide staffing for interviews as appropriate
- Pursue media opportunities to raise the visibility of CEO and schedule meetings with target top-tier editorial boards

Speaking Engagements

- Identify speaking opportunities at top-tier environment, industry, CEO and tech conferences for senior executives to tell Bombardier's story
- Develop key internal communications presentations and executive briefing materials as appropriate

Thought Leadership

- Partner with internal Bombardier resources to mine existing data and identify new thought leadership opportunities
- Provide counsel on thought leadership platforms and content that will further elevate the company's profile

Digital Media

- Partner with internal Bombardier resources to identify digital opportunities
- Provide counsel on digital communications strategy to further elevate the company's profile

Acct Management

- Regularly aggregate and package corporate media clips
- Provide monthly account status reports and hold quarterly strategy sessions

Investor Relations Coordination

- Provide counsel on investor communications messages
- Coordinate with internal and external IR support staff on IR programming

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9. Will the activities on behalf of the above foreign principal include political activities as defined in Section 1(o) of the Act and in the footnote below? Yes No

If yes, describe all such political activities indicating, among other things, the relations, interests or policies to be influenced together with the means to be employed to achieve this purpose.

Date of Exhibit B 6/2/10	Name and Title Randall Corley Global Compliance Officer	Signature 
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Footnote: Political activity as defined in Section 1(o) of the Act means any activity which the person engaging in believes will, or that the person intends to, in any way influence any agency or official of the Government of the United States or any section of the public within the United States with reference to formulating, adopting, or changing the domestic or foreign policies of the United States or with reference to the political or public interests, policies, or relations of a government of a foreign country or a foreign political party.

LETTER OF AGREEMENT

For Edelman Use Only

GM:

Client Code:

Project No(s):

April 22, 2010

John Paul Macdonald
Senior Vice President
Human Resources and Public Affairs
Bombardier Inc.
800 René-Lévesque Blvd. West
Montréal, Québec
Canada H3B 1Y8

Dear Mr. Macdonald:

This letter constitutes the master services agreement ("Agreement") between Bombardier Inc. ("Client") and Daniel J. Edelman, Inc., doing business as Edelman, ("Edelman") for the provision of services as set forth herein. The parties agree as follows:

1. **Services.** Edelman shall perform those services ("Services") set forth in each statement of work ("SOW") executed by the parties, a sample of which is attached hereto as Exhibit A. If Client wants to expand the scope of the Services or wants additional services, Client and Edelman shall mutually agree upon the additional services to be performed and the amount required to perform the additional services and either amend the current SOW or execute a new SOW, as appropriate. Edelman shall bill Client and Client shall pay Edelman for such additional services in accordance with the terms of this Agreement.

2. **Compensation.**

2.1 **Budget.** The total projected fees and expenses for the Services ("Budget") determined, are set forth in the SOW.

2.2 **Fee Billing and Monthly Report.** Edelman shall bill at the end of each month an amount of \$20,000 ("Retainer"). Edelman shall send a monthly activity report at the same time as the invoice. The Retainer shall compensate Edelman for performance of the Services during that month. Edelman shall not be obligated to provide Client with hourly billing detail.

2.3 **Expenses.**

(a) **Out-of-pocket and Travel Expenses.** Client shall reimburse Edelman for all reasonable out-of-pocket, and travel expenses incurred by Edelman in performing the Services. Edelman shall obtain Client's approval prior to incurring any individual expense in excess of \$500. E-mail approval from Client shall constitute written approval. Client shall direct pay vendors for all reasonable and agreed in advance out-of-pocket expenses. Edelman shall submit to client documentation substantiating such expenses.

(b) **Taxes.** Client shall reimburse Edelman for taxes on the sale or use of goods and services, as a result of Edelman's performance of the Services; provided, however, that Client shall not be responsible for any taxes based solely on Edelman's income and state taxes.

(c) **Internal Expenses.** Client shall pay Edelman a monthly administrative charge equal to three percent (3%) of Edelman's monthly fees as reimbursement for internal account administration. Notwithstanding any provision to the contrary contained herein, Edelman shall not provide Client with an accounting or detail for such charge.

2.4 **Payment.** Except as otherwise provided herein, payments for the fees and expenses described in this Section 2 are due and owing to Edelman on the invoice dates; provided,

however, that such payments shall not be deemed late if received by Edelman within thirty (30) days of such invoice dates. If payment is not received by Edelman within such period, Edelman may assess and Client agrees to pay a late payment charge at the rate of 1% per month (12% per year). If Client is more than thirty (30) days late in paying any invoice, Edelman will send a written notice to Client detailing the outstanding amounts. In the event of default of payment following 30 days of such written notice, Edelman may cease performing Services until Client had paid all outstanding invoices. Edelman's failure to issue an invoice in a timely manner will not relieve Client of Client's obligation to pay the amounts due pursuant to such invoice, but will postpone the due date accordingly. To the extent that Client disputes any invoice, Client must provide Edelman written notice of such dispute within sixty (60) days of the invoice date, or Client shall waive any claim with respect to such invoice.

2.5 Currency. All amounts due under this Agreement shall be billed and paid in US dollars.

3. Indemnification.

3.1 Client represents and warrants that the materials and information it provides to Edelman are accurate and complete and that it is the owner or licensee of all intellectual property rights sufficient to enable Edelman to edit, reproduce and otherwise use, publish and distribute such materials in performing Services for Client. Client shall defend, indemnify and hold Edelman harmless from and against any third-party liabilities, actions, claims, damages, judgments or expenses, including reasonable attorneys' fees and costs, (collectively "Claims") that arise out of or relate to: (i) information, statements or materials (including any Claims relating to intellectual property rights therein), prepared or provided by Client, that Client directed Edelman to use or that were approved by Client, including, without limitation, any Claims of infringement or misappropriation of copyright, trademark, patent, trade secret or other intellectual property or proprietary right, infringement of the rights of privacy or publicity, or defamation or libel; (ii) Client's negligence, fault or willful misconduct; and/or (iii) any material breach, violation or non-performance of any terms of this Agreement.

3.2 Edelman shall defend, indemnify and hold Client harmless from and against any Claims that arise out of, or relate to Edelman's negligence, fault or willful misconduct in performing the Services under this Agreement or any material breach, violation or non-performance of any terms of this Agreement.

3.3 The indemnifying party's obligations under this Agreement are conditioned upon (i) the other party's giving prompt, written notice of a Claim; (ii) the indemnifying party having sole control of the defense and settlement of a Claim (provided that the indemnifying party may not settle any Claim in a manner that would adversely affect the other party's rights, reputation or interests without the other party's prior written consent, which shall not be unreasonably withheld); and (iii) the other party's cooperation with the indemnifying party, at the indemnifying party's expense, in the defense and settlement of the Claim, as the indemnifying party may reasonably request. The party seeking indemnification shall have the right to participate in the defense thereof with counsel of its choosing at its own expense.

3.4 In addition, in matters in which Edelman is not an adverse party, Client shall pay or reimburse Edelman for all reasonable staff time, attorneys' fees and expenses Edelman incurs in relation to subpoenas, depositions, discovery demands and other inquiries in connection with suits, proceedings, governmental, legislative or regulatory hearings, investigations or other civil or criminal proceedings in which Client is a party, subject or target.

3.5 This Section shall survive termination or expiration of this Agreement.

4. Term. This Agreement shall commence effective as of February 8, 2010 and shall continue for one (1) year. This Agreement may be revised for additional terms of 1 year each, on the same terms and conditions herein contained, at the option of Client in its sole discretion unless otherwise mutually agreed by both parties.

5. **Termination.** Either party may terminate this Agreement or a particular SOW for any reason by providing the other party with not less than forty-five (45) days' written notice. In addition, either party may terminate this Agreement upon thirty (30) days' written notice to the other party in the event of a material breach of this Agreement (including non-payment of any invoice), if such breach is not corrected by the other party within the thirty-day period. Either party may immediately terminate this Agreement if the other becomes insolvent; is unable to pay its debts as they mature; is the subject of a petition in bankruptcy or of any other proceeding under bankruptcy, insolvency or similar laws; makes an assignment for the benefit of creditors, or is named in, or its property is subjected to, a suit for the appointment of a receiver; or is dissolved or liquidated. The respective rights and duties of the parties shall continue in full force and effect during the notice period. Upon expiration or termination of this Agreement, Client shall pay to Edelman earned and payable fees and approved expenses incurred through such termination date. This Section shall survive termination or expiration of this Agreement.

If the term set forth in an SOW extends beyond the expiration or termination date of this Agreement, the terms of this Agreement shall extend automatically for such SOW until such SOW's termination or expiration.

6. **Limitation of Liability.** EDELMAN'S AGGREGATE LIABILITY ARISING OUT OF, OR RELATING TO, THIS AGREEMENT (WHETHER IN CONTRACT, TORT OR OTHER LEGAL THEORY) SHALL NOT EXCEED THE TOTAL AMOUNT OF FEES PAID BY CLIENT TO EDELMAN PURSUANT TO THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR ANY SPECIAL, CONSEQUENTIAL, PUNITIVE OR OTHER INDIRECT DAMAGES (INCLUDING, BUT NOT LIMITED TO, LOST REVENUES OR PROFITS), WHETHER OR NOT NOTIFIED OF SUCH DAMAGES. This Section shall survive termination or expiration of this Agreement.

7. **Confidentiality.** Each party will (i) keep confidential all information and materials disclosed by one party to the other including but not limited to any and all information relating to Client disclosed to Edelman, either orally or in writing, and whether or not marked as designated as "confidential information" by Client, (ii) maintain strict control over the confidential information and strictly limit access to such information and materials to those with a need to know for purposes of performing this Agreement and have been provided with a copy of this Agreement and are specifically instructed to comply with its terms and (iii) not use for its benefit or for the benefit of any person, firm, partner, subsidiary, association, corporation or other entity, any such Confidential Information. Each party shall be liable for any improper disclosure or use of Confidential Information by any representative to whom such Confidential Information is disclosed. Notwithstanding the foregoing, each party acknowledges that information and materials shall not be deemed confidential for the purposes of this Agreement if such information and materials: (i) become publicly available through no wrongful act or breach of any obligation of confidentiality on the receiving party's part; (ii) are, at the time of disclosure, lawfully known to the receiving party without restriction on disclosure; (iii) are independently developed or obtained by the receiving party without breach of this Agreement; (iv) are required to be disclosed by law or applicable legal process; or (v) are authorized for release by the disclosing party.

8. **Intellectual Property.** Unless specifically provided for in the SOW and paid for by Client, Edelman does not perform any trademark, copyright or patent searches, to determine if materials prepared or provided by it, or any portion thereof, may infringe the rights of any third party, and such searches and determinations are the responsibility of Client. Client acknowledges that certain materials created hereunder may contain property owned by or licensed from third parties or which is otherwise restricted in its scope of use and Client's use of such materials may be limited by such restrictions. In the event Client requests the use of third party materials hereunder, Client shall either (i) license such materials directly from such third party or (ii) agree in writing to be bound by any restrictions contained in such third party license. Any such third party materials used or obtained for the benefit of Client hereunder will be at Client's expense.

Conditioned upon payment in full of all amounts due and owing Edelman with respect to the Services, Edelman will assign all of its right, title and interest, including all of its copyright and trademark rights, in the materials Edelman creates in connection with such Services; provided, however, that Client shall obtain no ownership interest in (i) third party materials, (ii) Edelman's pre-existing materials, and (iii)

Edelman's proprietary materials (for the avoidance of doubt, Client shall have a limited license to use such Edelman proprietary materials provided hereunder solely as incorporated in the work product and contemplated in the SOW.). This Section shall survive termination or expiration of this Agreement.

9. **Non-Solicitation of Employees.** During the term of this Agreement and for one (1) year after its termination, either party will not, without the written consent of the other party, knowingly solicit (either directly or indirectly) any employee of the party with whom it came into contact during the performance of this Agreement, for the purpose of engaging such employee as an employee, consultant, agent or other independent contractor.

10. **Choice of Law and Jurisdiction.** This Agreement shall be construed in accordance with the laws of the State of New York, regardless of any conflict of law rules. Client hereby submits to the exclusive jurisdiction of the federal and state courts located in the State of New York. This Section shall survive termination or expiration of this Agreement.

11. **Attorneys' Fees.** In the event that any action or proceeding (including, without limitation, any alternative dispute resolution mechanism agreed to by the parties) is brought in connection with this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorneys' fees. This section shall survive termination or expiration of this Agreement.

12. **Assignment.** Neither party may assign this Agreement or any rights or obligations hereunder, whether directly or indirectly, without the prior written consent of the other party; provided, however, that Edelman may elect to engage subcontractors in connection with the performance of its Services hereunder. Edelman shall remain responsible for such subcontractors except for subcontractors that Client directed Edelman to use.

13. **Force Majeure.** Neither party shall be liable to the other for any delay or failure in performance hereunder due to causes which are beyond the reasonable control of the party unable to perform, except for the failure to pay any amounts due hereunder. If a force majeure event remains in effect for more than ten days, the other party may terminate the affected SOW.

14. **Notice.** Except as otherwise provided herein, all notices that either party is required or may desire to give the other party hereunder shall be in writing and shall be sufficiently given if (i) delivered in person, (ii) sent by registered or certified mail, either postage prepaid, (iii) sent by prepaid overnight courier; or (iv) transmitted by facsimile, upon receipt of a confirmation of receipt. All such notices shall be addressed to each party as follows:

If to Edelman:	Jim O'Leary Senior Vice President Daniel J. Edelman, Inc. 250 Hudson Street New York, NY 10013 Facsimile: 212-704-0117 E-mail: jim.o'leary@edelman.com
With a copy to:	Office of the General Counsel Daniel J. Edelman, Inc. 200 East Randolph Drive, 32nd Floor Chicago, IL 60601 Facsimile: 312.297.6990 E-mail: shan.bhati@edelman.com & peter.petros@edelman.com

Sincerely,

Daniel J. Edelman, Inc.

ACCEPTED AND AGREED TO ON THIS ____ DAY OF _____, 2010.

BOMBARDIER, INC.

By: _____

Printed Name: Daniel Desjardins
Senior Vice President and General Counsel

Title: _____

By: _____

Printed Name: John Paul Macdonald
Senior Vice President,
Human Resources and Public Affairs

Title: _____

DANIEL J. EDELMAN, INC.

By: _____

Printed Name: Shellie Winkler

Title: General Manager

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EXHIBIT A

STATEMENT OF WORK #1 (SOW #1)

Services

Edelman shall perform the following Services:

Edelman will provide communications support for corporate public relations activities in 2010.

Objective: Increase awareness and understanding of Bombardier among institutional investors

Strategies:

- Inspire confidence in the company's strategy and investment proposition by redefining the Bombardier story to reflect strengths in both aerospace *and* transportation
- Leverage Bombardier's innovation to demonstrate the company's comprehensive leadership in the technology of transport
- Stand out not just by what you communicate but by how you communicate it, giving a voice to "the quiet company"

Tactics:

Work Stream	Scope
1. Messaging	<ul style="list-style-type: none"> • Develop a compelling narrative for Bombardier that reflects the company's strength in both aerospace and transportation • Conduct in-depth audit of existing research, corporate materials and the media, competitive and third-party landscapes • Develop core messaging to inform all future communications • Develop resources to help align investor relations efforts • Conduct spokesperson message training as appropriate
2. Media Relations	<ul style="list-style-type: none"> • Develop proactive media relations strategy that delivers in-depth media coverage and communicates a holistic story about Bombardier <p><i>Proactive storyline development</i></p> <ul style="list-style-type: none"> • Create storylines and identify media targets across aviation, rail transportation, environmental, technology and innovation, public policy and access • Provide ongoing media outreach to supply a steady stream of briefings, relationship building opportunities and stories • Create media materials as appropriate • Monitor for coverage • Provide staffing for interviews as appropriate <p><i>Executive Profile-Building / Editorial Board Meetings</i></p> <ul style="list-style-type: none"> • Pursue media opportunities to raise the visibility of Bombardier CEO Pierre Beaudoin • Schedule meetings for CEO Pierre Beaudoin with target top-tier editorial boards
3. Speaking Engagements	<ul style="list-style-type: none"> • Identify speaking opportunities at top-tier environment, industry, CEO and tech conferences for senior executives to tell Bombardier's story • Develop key internal communications presentations and executive briefing materials as appropriate

4. Thought Leadership	<ul style="list-style-type: none"> Partner with internal Bombardier resources to mine existing data and identify new thought leadership opportunities Provide counsel on thought leadership platforms and content that will further elevate the company's profile
5. Digital Media	<ul style="list-style-type: none"> Work with internal IT resources to create an interactive portal on Bombardier's Web site to share content that aligns with and communicates the company story Regularly develop content explaining the latest news and technology at Bombardier, its connectivity to favorable global trends and impact on everyday lives
6. Account Management	<ul style="list-style-type: none"> Regularly aggregate and package corporate media clips Provide bi-monthly account updates Hold quarterly strategy sessions

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Term

February 8, 2010 through January 31, 2011

Budget

Edelman shall bill at the end of each month, an amount of \$20,000 ("Retainer"). The Retainer shall compensate Edelman for performance of the Services during that month. Edelman shall provide Client with a monthly detailed activity report listing all tasks, meetings, activities performed by Edelman along with its corresponding billing.

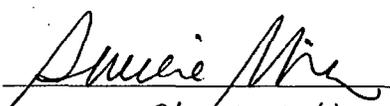
Client shall pay Edelman for all expenses as incurred by Edelman in performing the services. In addition, Client shall pay a monthly charge equal to 3% of monthly fees for internal expenses as set forth in the Agreement.

SOW #1 ACCEPTED AND AGREED TO ON THIS ___ DAY OF _____, 2010.

BOMBARDIER, INC.

DANIEL J. EDELMAN, INC.

By: 
 Printed Name: Daniel Desjardins
 Senior Vice President and General Counsel
 Title: _____

By: 
 Printed Name: Shellie Winkler
 Title: General Manager

By: 
 Printed Name: John Paul Macdonald
 Senior Vice President,
 Human Resources and Public Affairs
 Title: _____